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Attorneys for Defendants Rimini Street,
 Inc., and Seth Ravin

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF NEVADA

3 ORACLE USA, INC., a Colorado corporation;
4 ORACLE AMERICA, INC., a Delaware
corporation; and ORACLE INTERNATIONAL
5 CORPORATION, a California corporation,

6 Plaintiffs,

7 v.

8 RIMINI STREET, INC., a Nevada corporation;
AND SETH RAVIN, an individual,

9 Defendants.
10

Case No. 2:10-cv-0106-LRH-PAL

**STIPULATION AND [PROPOSED]
ORDER RE DEPOSITION OF SETH
RAVIN PLAYED IN OPEN COURT
ON SEPTEMBER 18, 2015**
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1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs Oracle USA,
2 Inc., Oracle America, Inc., Oracle International Corporation and Defendants Rimini Street, Inc.
3 and Seth Ravin, through their respective counsel of record, that:

4 WHEREAS, on September 18, 2015, during the examination of Seth Ravin, at trial
5 transcript page 824, line 8, his deposition taken on November 18, 2011 was played in open court;
6

7 WHEREAS, the trial transcript at page 824, lines 9 to 23, reflects deposition testimony
8 that was not played, and

9 WHEREAS, the parties have stipulated and agreed that the correct deposition testimony
10 played in court was the deposition of Seth Ravin, page 347, line 14 to 348, line 9, as reflected in
11 the attached clip report.

12 SO STIPULATED AND AGREED.

13 Dated: October 5, 2015
14

15 BOIES, SCHILLER & FLEXNER LLP

SHOOK, HARDY & BACON LLP

16 By: /s/ Kieran P. Ringgenberg
17 Kieran P. Ringgenberg (*pro hac vice*)

By: /s/ Robert H. Reckers
Robert H. Reckers (*pro hac vice*)

18 *Attorneys for Plaintiffs Oracle USA, Inc.,*
19 *Oracle America, Inc. and Oracle International*
20 *Corp.*

Attorneys for Defendants Rimini Street Inc.
and Seth Ravin

[PROPOSED] ORDER

IT IS HEREBY ORDERED THAT, pursuant to the parties' stipulation, the record shall reflect that the deposition testimony played in court on September 18, 2015, trial transcript page 824, line 8, was the November 18, 2011 deposition of Seth Ravin, page 347, line 14 to 348, line 9.

IT IS SO ORDERED.

DATED: _____

By: _____
United States District Court Judge
Hon. Larry R. Hicks

ATTESTATION OF FILER

The signatories to this document are me and Robert H. Reckers, and I have obtained his concurrence to file this document on their behalf.

DATED: October 5, 2015

BOIES, SCHILLER & FLEXNER LLP

By: /s/ Kieran P. Ringgenberg

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*Attorneys for Plaintiffs Oracle USA, Inc.,
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Corp.*

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **STIPULATION AND [PROPOSED] ORDER RE DEPOSITION OF SETH RAVIN PLAYED IN OPEN COURT ON SEPTEMBER 18, 2015** was filed, on September 23, 2015, with the Court's CM/ECF system which will send notice, via email, to all attorneys registered with the CM/ECF system.

Dated: October 5, 2015

BOIES, SCHILLER & FLEXNER LLP

By: /s/ Kieran P. Ringgenberg


Kieran P. Ringgenberg
Attorneys for Plaintiffs
Oracle USA, Inc.,
Oracle America, Inc. and
Oracle International Corporation

Case Clip(s) Detailed Report
 Friday, September 18, 2015, 12:44:47 PM

Oracle v Rimini St TRIAL

 **Ravin, Seth (Vol. 02) - 11/18/2011**

1 CLIP (RUNNING 00:00:56.586)

 SR34714-3489

SR34714

1 SEGMENT (RUNNING 00:00:56.586)



1. PAGE 347:14 TO 348:09 (RUNNING 00:00:56.586)

14 Q. Do you recall reading that the Oracle
 15 "Terms of Use," preclude the use of automated
 16 downloading tools?

17 A. No, I didn't read that part. I didn't --
 18 my understanding, I saw that there was a discussion
 19 and a change to the web terms relative to that.

20 Q. What do you recall about that change?

21 A. That change said that either you were
 22 prohibited from causing Oracle's websites damage,
 23 and there were examples there of certain tools and
 24 automation that they felt could cause damage, but
 25 obviously Rimini Street worked very hard to make
 00348:01 sure that its actions in standing in the shoes of
 02 customers and doing downloads, did not cause any
 03 damage to Oracle's website.

04 Q. Do you recall reading that the "Terms of
 05 Use" precluded the use of automated downloading
 06 tools, bots, spiders, crawlers, things of that
 07 nature?

08 A. No, that wasn't my interpretation. I
 09 didn't see that that was actually precluded.

TOTAL: 1 CLIP FROM 1 DEPOSITION (RUNNING 00:00:56.586)